

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5	<b>Page</b> 1 <b>of</b> 46
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAE20-00-R-0097		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2000MAR16	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CAW-A ROCK ISLAND IL 61299-7630			<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

**NOTE:** In sealed bid solicitations offer and offeror mean bid and bidder .

**9. Sealed offers in original and** 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** \_\_\_\_\_ **until** 03:45pm **(hour) local time** 2000APR17 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> ROCK WOODSTOCK <b>E-mail address:</b> WOODSTOCKR@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309) 782-7237
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b>	<b>Amendment Number</b>	<b>Date</b>	<b>Amendment Number</b>	<b>Date</b>

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>		<b>17. Signature</b>
			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	
SCD	PAS	ADP PT	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0097      MOD/AMD</p>	<p style="text-align: center;"><b>Page 2 of 46</b></p>
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
	<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p>		
	(AA7020)		

A-2

52-201-4501

NOTICE ABOUT TACOM-RI OMBUDSMAN

NOV/1995

TACOM-RI

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-CM-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

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<b>Name of Offeror or Contractor:</b>		

A-3                    52.210-4516                    COMMERCIAL EQUIVALENT ITEM(S)                    JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4                    52.211-4503                    INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL                    DEC/1997  
TACOM-RI                    SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	
_____	_____	_____	_____	

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

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Name of Offeror or Contractor:		

A-5                      52.215-4503                      NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED                      APR/1999  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6                      52.233-4503                      AMC-LEVEL PROTEST PROGRAM                      JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY  NSN: 1015-01-408-7280 NOUN: HEAD,ELEVATION MECH FSCM: 9C234 PART NR: 12937512 SECURITY CLASS: Unclassified PRON: M101A260M1      PRON AMD: 01 AMS CD: 060011JEE63  Packaging and Marking  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD      MILSTRIP      ADDR    SIG CD    MARK FOR    TP_CD 001   W52H099347H676   W31GLY     J                 2 DEL REL CD      QUANTITY               DAYS AFTER AWARD 001                      20                      0180  002                      20                      0210  FOB POINT: Destination  SHIP TO: PARCEL POST ADDRESS (W31GLY)    CONSOL PROP OFF ANNISTON ARMY DEPOT ANNISTON                      AL   36201	40	EA	\$ _____	\$ _____
0002	Supplies or Services and Prices/Costs  DATA ITEM  SECURITY CLASS: Unclassified  Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.  A DD 250 IS NOT REQUIRED.  (End of narrative B001)  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Destination				

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6701)

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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12937512 with revisions in effect as of 1999JUN04 (except as follows):

The following engineering changes apply to this procurement action(s):

DOCUMENT	DELETE	REPLACE WITH
SPI 12937512	MIL-P-116	MIL-STD-2073-1C
SPI 12937512	MIL-P-116,type P-7	MIL-PRF-3150
12283309	MIL-S-5000	AMS 6415, AMS 6484
DOCUMENT	DELETE	REPLACE WITH
QAP 12282029	MIL-STD-105 & AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL II FOR MINOR CHARACTERISTICS
	MIL-STD-453	ASTM-E1742
	MIL-STD-1949	ASTM-E1444
	ASTM-A148	ASTM-A148/A148M
	MIL-R-11469	MIL-HDBK-1265
QAR 12282030	AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL II FOR MAJOR CHARACTERISTICS
	MIL-STD-453	ASTM-E1742
	MIL-R-11469	MIL-HDBK-1265
	MIL-I-6866	ASTM-E1417
	MIL-M-11472	MIL-E1444
	MIL-P-16232	DOD-P-16232
	QQ-S-681	ASTM-A27/A27M
QAR 12282041	AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL II FOR MINOR CHARACTERISTICS
	MIL-M-11472	ASTM-E1444
QAR 12282073	AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL II FOR MINOR CHARACTERISTICS
	MIL-M-11472	ASTM-E1444
QAR 12283309	AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL II FOR MINOR CHARACTERISTICS
	MIL-S-5000	AMS 6415, AMS 6484
	MIL-I-6868	ASTM-E1444
	MIL-S-46172	ASTM-E1444

For QAP 12282029 Pg. 3, PART II, TABLE I, for MINORS 204 & 207 change as follows:

FROM: 204 3/8-16 UNC-2B THREADS	G10 GO THREAD PLUG GAGE NOT GO THREAD PLUG GAGE
TO: 204 3/8-16 UNC-2B THREADS PITCH DIAMETER MINOR DIAMETER	G10  SMTE SMTE
FROM: 207 1/2-13 UNC-2B THREAD	E9 GO THREAD PLUG GAGE NOT GO THREAD PLUG GAGE
TO: 207 1/2-13 UNC-2B THREAD	E9



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Name of Offeror or Contractor:

PITCH DIAMETER	SMTE
MINOR DIAMETER	SMTE

Pg. 3 add MINOR 212 as follows:

212 WORKMANSHIP (SEE MIL-W-63150)	VISUAL
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For QAR 12282030 Pg. I, PART I under SPECIFICATIONS add MIL-W-63150.  
Pg. 3, PART II, TABLE I, add MINOR 208 as follows:

208 WORKMANSHIP (SEE MIL-W-63150)	VISUAL
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Pg. 4 under PART III-CERTIFICATION REQUIREMENTS add "The Certification Provisions of MIL-W-63150 for Certification of Conformance (COC) shall apply. Certification of Conformance are required for the following:

For QAR 12282041 Pg. 1, PART I add MIL-W-63150 under SPECIFICATIONS. Pg. 2, PART II, TABLE I add MINOR 207 as follows:

207 WORKMANSHIP (SEE MIL-W-63150)	VISUAL
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Pg. 3, under PART III-CERTIFICATION REQUIREMENTS delete (STA FORM 4452 PARA. 3.5 APPLIES) and add "The Certification Provisions of MIL-W-63150 for Certification of Conformance (COC) shall apply. Certification of Conformance are required for the following.

For QAR 12282073 Pg. 1, PART 1, under SPECIFICATIONS add MIL-W-63150.  
Pg. 2, PART II, TABLE I for MINOR 201 change as follows:

FROM: 201 1/2-13 UNC-2B THREAD	--	GO THREAD PLUG GAGE
		NOT GO THREAD PLUG GAGE
TO: 201 1/2-13 UNC-2B THREAD	--	SMTE
MINOR DIAMETER		SMTE
PITCH DIAMETER		

Add MINOR 206 as follows:

206 WORKMANSHIP (SEE MIL-W-63150)	VISUAL
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Pg. 3, under PART II-CERTIFICATION REQUIREMENTS delete "(STA FORM 4452, PARA 3.5 APPLIES) and substitute "The Certification Provisions of MIL-W-63150 for Certification of Conformance (COC) shall apply. Certification of Conformance are required for the following:

For QAR 12283309 Pg. 1, PART I, under SPECIFICATIONS add MIL-W-63150 Pg. 3, PART II, TABLE 1,add MINOR 208 as follows:

208 WORKMANSHIP (SEE MIL-W-63150)	VISUAL
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Pg. 4, under PART III-CERTIFICATION REQUIREMENTS delete (STA FORM 4452 PARA. 3.5 APPLIES) and add: "The Certification Provisions of MIL-W-63150 for Certification of Conformance (COC) shall apply. Certification of Conformance are required for the following."

(CS6100)

C-2	52.210-4511	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
	TACOM-RI		

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

NONE

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone

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**Name of Offeror or Contractor:**

Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

NONE

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

NONE

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

C-3	52.248-4502	CONFIGURATION MANAGEMENT DATA INTERFACES	MAR/1999
	TACOM-RI		

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with Table DIP4-1 of MIL-STD-2549. The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs.

These documents shall be submitted on the WWW via the Engineering Changes At Light Speed (ECALS) Worldwide Web page and in accordance with the enclosed DD Form 1423, Contract Data Requirements Lists.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7108)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P12937512 , dated 1996NOV26. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1996OCT01.

(b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 1997MAY15. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: NONE

(End of clause)

(DS6400)

D-2	52.247-4521 TACOM-RI	UNITIZATION/PALLETIZATION	JUL/1998
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Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025 TACOM-RI	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) military, or (3) commercial, or (4) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ( ) ISO 9001
- ( ) ISO 9002
- ( ) ISO 9003
- ( ) QS 9000
- ( ) ANSI/ASQ Q9001
- ( ) ANSI/ASQ Q9002
- ( ) ANSI/ASQ Q9003
- ( ) Other, specifically \_\_\_\_\_

NOTE: If you check the "other" block because you intend to use an in-house quality system, or one based on a commercial national or international standard not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "other", you must attach a description of this system to your offer in response to the solicitation, so we can assess its suitability. If you receive a contract award, your proposed quality system will be required by the contract.

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of Clause)

(ES7443)

E-4	52.246-4531 TACOM-RI	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	DEC/1997
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<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-R-0097      MOD/AMD</p>	<p style="text-align: center;"><b>Page 13 of 46</b></p>
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**Name of Offeror or Contractor:**

- (a) The contractor shall use a calibration system for the AIE used on this contract that meets the requirements of ANSI/NCSL Z 540-1, ISO 10012-1, or an alternative system agreed to by the Government.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits its proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

E-5	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE	MAR/1997
	TACOM-RI		

- a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.
- c. You may provide the following information relative to (CP)2 certification:
- (1) ☐ NOT CERTIFIED
- (2) ☐ CERTIFIED
- (i) ☐ DATE OF CERTIFICATION
- (ii) ☐ CERTIFYING ACTIVITY
- d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special."

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(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-34	F.O.B. DESTINATION	JAN/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

F-7	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/      or      www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.  
(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.246-4500 TACOM-RI	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

U.S. Tank-automotive and Armaments Command, Rock Island  
ATTN: AMSTA-LC-CAW-A / ROCK WOODSTOCK  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

NONE

(End of clause)

(HS6502)

H-2	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
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(a) Definitions. As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

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(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" include (but is not limited to) public works; buildings and facilities; ships; floating equipment; and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

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(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of Clause)

(HA7502)

H-3	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

(HA7503)

H-4	52.233-4501	ALTERNATIVE DISPUTES REVIEW PROCESS	MAY/1994
	TACOM-RI		

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

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- (b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.
- (c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.
- (d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.
- (e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.
- (f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.
- (g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.
- (h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.
- (i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.
- (j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days.
- (k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:
- (1) The Government will compensate directly the wages and travel expense for its selected member.
  - (2) The SC shall compensate directly the wages and travel expense for its member.
  - (3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.
  - (4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.
  - (l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the

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SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

H-5	52.239-4500	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
	TACOM-RI		

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-6	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

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(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-7	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-10	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-11	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/1999
I-12	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-13	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-14	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-15	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-16	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-17	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-18	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-19	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2000
I-20	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-21	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-22	52.232-1	PAYMENTS	APR/1984
I-23	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-24	52.232-11	EXTRAS	APR/1984
I-25	52.232-16	PROGRESS PAYMENTS	JUL/1991
I-26	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	AUG/1987
I-27	52.232-17	INTEREST	JUN/1996
I-28	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-29	52.232-25	PROMPT PAYMENT	JUN/1997
I-30	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-31	52.233-1	DISPUTES	JAN/1999
I-32	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-33	52.242-13	BANKRUPTCY	JUL/1995
I-34	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-35	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-36	52.248-1	VALUE ENGINEERING	FEB/2000
I-37	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-38	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-39	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-40	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-41	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-42	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
I-43	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 24 of 46
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Name of Offeror or Contractor:		

	Regulatory Cite	Title	Date
I-44	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-45	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-46	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
I-47	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
I-48	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-49	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-50	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-51	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	FEB/1996
I-52	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-53	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
I-54	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-55	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-56	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-57	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) clin 0001 by a quantity of up to and including but not exceeding 300 percent as an evaluated option at the price(s) quoted below.

EVALUATED OPTION (F.O.B. ORIGIN)

OPTION	OPTION PERCENT	CONTRACTING OFFICER MAY EXERCISE THE OPTION AT ANY TIME FROM:	FIRM FIXED UNIT PRICE
OPTION ONE	100%	1-365 DAYS AFTER DATE OF AWARD OF CONTRACT	\$_____
OPTION TWO	100%	366-730 DAYS AFTER DATE OF AWARD OF CONTRACT	\$_____
OPTION THREE	100%	731-1095 DAYS AFTER DATE OF AWARD OF CONTRACT	\$_____

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) clin 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

e. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

f. The Government reserves the right to exercise subsequent options without any requirement that the Government exercise any portion of earlier option(s) first. Specifically, the Government's right to exercise subsequent options is not contingent upon



<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-00-R-0097      <b>MOD/AMD</b></p>	<p align="right"><b>Page 25 of 46</b></p>
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the Government exercising earlier options.

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-58                      52.202-1                      DEFINITIONS    OCT/1995

(a) "Head of the agency" (also called                      agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or

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affiliates of a Contractor; or

- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
- (f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (End of Clause)

(IF7252)

I-59                      52.203-6                      RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                      JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.
- (End of Clause)

(IF7210)

I-60                      52.203-7                      ANTI-KICKBACK PROCEDURES                      JUL/1995

- (a) Definitions.
- "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract
- "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

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“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-61	52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government’s interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

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**Name of Offeror or Contractor:**

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-62                      52.215-8                      ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT                      OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-63                      52.222-20                      WALSH-HEALEY PUBLIC CONTRACTS ACT                      DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-64                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                      OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of

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prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-65                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-66                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      MAR/1999

DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
  - (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
  - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:\_\_\_\_\_

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Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST		001	ELECTRONIC
				IMAGE
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423	08-JUL-99	002	ELECTRONIC
				IMAGE

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998

K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS NOV/1999

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it\_\_\_\_is,\_\_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it\_\_\_\_is,\_\_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it\_\_\_\_is,\_\_\_\_is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -

(i) it  
\_\_\_\_is  
\_\_\_\_is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it  
\_\_\_\_is  
\_\_\_\_is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:



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- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- \_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- \_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- \_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6011)

K-6                      52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION                      APR/1985

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-7	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
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(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it \_\_\_\_\_is,\_\_\_\_\_is not a women-owned business concern.

(End of provision)

(KF7064)

K-8	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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**Name of Offeror or Contractor:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-9                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      MAR/1996  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( )  
are not ( )

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )  
has not ( ),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed

Name of Offeror or Contractor:

when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7033)

K-10                    52.215-6                    PLACE OF PERFORMANCE                    OCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- (    )intends,
- (    )does not intend
- (check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

(End of provision)

(KF7023)

K-11                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    FEB/1999

The offeror represents that -

- (a) It (    ) has, (    ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It (    ) has, (    ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

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K-12                      52.222-25                      AFFIRMATIVE ACTION COMPLIANCE                      APR/1984

The offeror represents that (a) it  
(   ) has developed and has on file,  
(   ) has not developed and does not have on file,  
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
(   ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-13                      252.209-7003                      COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS                      MAR/1998  
DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

K-14                      252.247-7022                      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                      AUG/1992  
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "'supplies'" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION - ALTERNATE I	OCT/1997
L-2	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-3	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DX-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

L-5	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-6	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-ROCK ISLAND, AMSTA-LC-CAW-A, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-7	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-8                      52.215-4510                      ELECTRONIC BIDS/OFFERS                      AUG/1999  
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:  
  
<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<[http://aais.ria.army.mil/aais/Padds\\_web/index.html](http://aais.ria.army.mil/aais/Padds_web/index.html)>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

L-9                      52.215-4511                      ELECTRONIC AWARD NOTICE                      APR/1999  
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

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(End of provision)

(LS7012)

L-10                      52.246-4051                      OFFEROR'S QUALITY ASSURANCE SYSTEM                      FEB/1998  
TACOM-RI

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM-RI to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. Section E of this solicitation includes a clause that asks you to identify what quality-assurance system your will use if awarded a contract.

(1) If you indicate in Section E of this solicitation that your quality system conforms to one of the ISO 9000-series standards, or to QS 9000, or to ANSI/ASQ Q9001, Q9002, OR Q9003, this is sufficient description: you need not further describe your quality system in your response to the solicitation.

(2) If your quality system does not conform to any of the standards listed in (b)(1) immediately above, then in addition to identifying in Section E of this solicitation the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(Note, however, that if the quality system you intend to use is one that conforms to MIL-Q-9858, MIL-I-45208, or another comparable military specification or standard, you do not need to send us a copy of the standard: just identify in Section E of your offer which which standard you intend to use.)

- (3) If you provide a description of your quality system, make sure that your description covers how your system:
- achieves defect prevention, and
  - provides process control, and
  - ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

(c) If you already described your quality system as an attachment to another TACOM-RI solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

(End of Provision)

(LS7443)

#### SECTION L

##### L.1 PROPOSAL INSTRUCTIONS

###### L.1.1 PRICE

The Offeror shall submit a price proposal. It shall consist of a completed Section B for the quantity identified therein, as well as prices for each of the 3 option periods specified in the Evaluated Option clause in Section I of this solicitation. All unit prices will be binding. The Government reserves the right to require submission of any information necessary to validate the reasonableness and realism of an offer.

###### L.2.1 PAST PERFORMANCE/SMALL BUSINESS UTILIZATION



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L.2.1.1.1 Element 1, Past Performance:

- a. The offeror shall detail and describe his quality and delivery performance on prior Government or commercial contracts during the last three years, which are the same, or similar to the effort required on this solicitation. The term "similar" is defined as a contract for manufacturing and assembly of a steel mechanical pivot device with two axes of rotation with tight tolerances. An offeror's experience, producing pivot assemblies for military vehicles, is considered to have greater relevancy than non-military applications or efforts.
- b. The offeror shall identify both prime contracts and major subcontracts for similar items as defined above. Both Government and Commercial contract description shall include the information requested below in the following format:
  1. Identify in specific detail for each contract listed, why or how you consider the effort relevant or similar to the effort required by this solicitation. This would include identifying a commercial customer and any additional information required to evaluate the offeror's commercial work.
  2. Your (and your subcontractor's) CAGE & CEC (DUNNS) Number.
  3. Government or commercial contracting activity address and telephone number.
  4. Procuring Contracting Officer's (PCO's) name and telephone number if Government Contract.
  5. Government or commercial contract administration activity and the name and telephone number of the Administrative Contracting Officer (ACO) if Government Contract.
  6. Contract number.
  7. Contract award date.
  8. Contract type.
  9. Final or projected final price/cost.
  10. Original delivery schedule.
  11. Final or projected final delivery schedules.
  12. A narrative explanation on each previous contract listed describing the objectives achieved and any schedule delays encountered. For any government contracts which did not/do not meet original requirement with regard to either schedule or technical performance, a brief explanation of the reason(s) for such shortcomings and demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letter received on each previous contract listed and description of any corrective action by the offeror or proposed subcontractor.
  13. The offeror shall also provide the above required information for any and all contracts it has had terminated for default in whole or in part, during the past 3 years, to include those currently in the process of such termination as well as those which are NOT similar to the proposed effort. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.
  14. If the offeror intends to subcontract a major portion of the requirements of the solicitation, the offeror shall identify the proposed subcontractors and provide adequate information as to allow the Government to perform an evaluation of the subcontractors' capabilities and ability to perform the required tasks.
  15. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation, if applicable.

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**Name of Offeror or Contractor:**

NOTE: Offerors are reminded that both independent data and data provided by offerors in their proposals may be used to evaluate offeror past performance. Since the Government may not necessarily interview all sources provided by the offerors, it is incumbent upon the offer to explain the relevance of data provided. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph risk rejection or high risk rating by the Government.

L.2.1.2 Element 2, Small Business Participation:

a. Offerors are to identify the extent to which small businesses (SBs), HUBZone small businesses, small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the offeror's own participation as a SB, HUBZone SB, SDB, WOSB, or HBCU/MI is to be identified, and will be considered in evaluating small business participation.

b. The offeror is to address the following factors in detail.

(1) All offerors are to provide:

(a) the names of SBs, HUBZone SBs, SDBs, WOSBs, or HBCU/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work.

(b) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

(2) Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses, which have never held a contract incorporating 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L001 \*\*\*

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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

M-2	52.215-4507	EVALUATION OF OFFERS	MAR/1988
	TACOM-RI		

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

SECTION M

M.1 BASIS FOR AWARD

Selection of an offeror for award will be based on an evaluation of proposals in two Areas: (1) Price and (2) Past Performance/Small Business Utilization. Each area is separately described below. The Past Performance/Small Business Utilization Area will not be numerically scored but, rather, will be rated in an adjectival and narrative manner. The award of a Contract will be made to that offeror whose proposal offers the best value to the Government based on an integrated assessment of Price and Past Performance/Small Business Utilization; consequently, the government may award to other than the low offeror. The Area of Past Performance/Small Business Utilization is more important than the Area of Price. Any proposal which is unrealistically high or low in price may be deemed indicative of a failure to comprehend the Government's requirements and may be rejected for such a reason. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in the exclusion of the offeror from further consideration.

Price. The offeror shall be evaluated based on the proposal's total overall evaluated price to the Government. The proposed contract price will also be evaluated for reasonableness. Reasonableness means that the cost does not exceed what would be incurred by a prudent business person in the conduct of competitive business.

Past Performance/Small Business Utilization. Past Performance/Small Business Utilization is an important consideration in

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**Name of Offeror or Contractor:**

the award decision; however, price may be controlling where an overall higher evaluated proposal is unaffordable. Similarly, the closer the ratings in the past performance/small business utilization area are between offerors, the more significant price becomes.

**M.2 PRICE AREA**

M.2.1 a. The offeror shall be evaluated using the total evaluated price to the Government. The total evaluated price shall consist of the following:

- (i) Basic CLIN 0001
- (ii) Option CLIN 0001

b. Evaluation of proposed prices shall include determining reasonableness and realism. Reasonableness is interpreted to mean that the price does not exceed what an ordinary, prudent person in the conduct of competitive business would incur. Realism asks, "Does the proposal price accurately reflect the offeror's proposed effort to meet the program requirements and objectives?" An unrealistic or excessive price may preclude an offeror from award.

c. Price shall not receive an adjective rating. The price evaluator(s) shall write a narrative, expressing in percentages the difference between total evaluated prices, highlighting any unusual and unexplained price variance (for the total or any individual year), which may suggest the possibility of a mistake or misunderstanding by an offeror. Any indication of unreasonable or unrealistic pricing will also be identified.

**M.3 PAST PERFORMANCE/SMALL BUSINESS UTILIZATION AREA**

M.3.1 In evaluating your past performance/small business utilization, we will consider two elements: past performance and small business utilization. Past performance is more important than small business utilization.

a. Element 1, Past Performance: The government will conduct a performance risk assessment based upon the quality of the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Consideration will be given to the degree to which the offeror has met quality and delivery objectives on contracts (within the past three years) for similar, related efforts. On-time deliveries and Quality will be the factors evaluated under Past Performance and both are of equal importance. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the selection process. Therefore, offeror's are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this effort, evaluators will consider relevant data extrinsic to the proposal which is otherwise available to the government. This information will then be assessed along with the offeror's proposal to determine the performance risk. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors. An offeror's experience, producing pivot assemblies for military vehicles, will be considered to have greater relevancy than non-military applications or efforts.

b. Element 2, Small Business Utilization: Under this element we will evaluate the likelihood (risk) of you meeting the requirements of FAR 52.219-8 based on your commitment under this current contract and the realism of that commitment based on your past performance history of meeting those requirements.

**M.4 EVALUATION CRITERIA/STANDARDS FOR RATING**

M.4.1 Past Performance: During the best value source selection process, the Government will assess the relative performance risks associated with each offeror and proposal. The Past Performance assessment will evaluate the risk of successful quality and schedule performance.

Performance Risk: Performance risks are those risks associated with an offeror's likelihood of success in performing the solicitation's requirements indicated by that offeror's record of past performance. Past performance will be adjectivally/narratively assessed with a risk rating applied to each offeror as follows:

- a. Excellent/Very Low Risk: Essentially no doubt exists that the offeror will successfully perform the required effort based on its past performance record.
- b. Good/Low Risk: Little doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- c. Adequate/Moderate Risk: Some doubt exists, based on past performance, that the offeror will successfully perform the required effort.
- d. Marginal/High Risk: Substantial doubt exists, based on past performance, that the offeror will successfully perform the required effort.

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- e Poor/Very High Risk: Extremely doubtful that the offeror will successfully perform the required effort based on its past performance record.
- f. Unknown/Unknown Risk: No meaningfully relevant record of past performance.

The Government will conduct a performance risk assessment based on the quality of the offeror’s and significant Subcontractor’s past performance as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror as it relates to solicitation requirements, including quality and contract schedules.

A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under an element may result in an overall high performance risk rating. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposals. The lack of a meaningful relevant past performance record may result in an unknown performance risk rating.

M.4.2 Small Business Participation:

(a) The Government will evaluate the extent to which offerors identify, and commit to utilizing, SBs, HUBZone SBs, WOSBs and HBCU/Mis in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.

(b) The evaluation will include the following:

- (1) the extent to which the proposal specifically identifies SBs, HUBZone SBs, SDBs, WOSBs, and HBCU/MIs and the estimated dollar value of their participation, including the participation of the offeror, if it is a SB, HUBZone SB, SDB, WOSB, or an HBCU/MI;
- (2) the complexity of the items/services to be furnished by SBs, HUBZone SBs, SDBs, WOSBs and HBCU/Mis;
- (3) the extent of participation of such concerns in terms of the value of the total contract amount; and
- (4) an assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

a. for all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns:

b. for offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

SMALL BUSINESS UTILIZATION  
ADJECTIVAL SCALE

The element of Small Business Participation will be evaluated in accordance with the following. Apply the adjectival rating for the definition that most closely meets the evaluation conclusion.

ADJECTIVAL	DEFINITION AND CRITERIA
Excellent	Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) and complexity, to be performed in the Small Business (SB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror’s proposed goals and/or actions are substantial and are considered very realistic (very low risk).
Good	Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror’s proposal and past performance history, the offeror’s proposed goals and/or actions are significant and are considered realistic (low risk).

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Adequate            Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) or complexity to be performed in the Small Business (SB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror’s proposal and past performance history, the offeror’s proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk).

Marginal            Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) and complexity to be performed in the Small Business (SB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the offeror’s proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector (High Risk).

Poor                Offeror demonstrates little or no commitment to using SBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector (Very High Risk).

\*\*\* END OF NARRATIVE M001 \*\*\*